

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

IN RE:)
)
CORONA WILEY,) BANKRUPTCY NO. 05-65234 JPK
) Chapter 7
Debtor.)

ADMONISHMENT TO CREDITOR

On October 27, 2005, the Court entered an order regarding a reaffirmation agreement between the debtor and HSBC Auto Finance, docketed as record entry #11 on October 12, 2005. This order expressed the Court's determination that the reaffirmation agreement failed to comply with the requirements of 11 U.S.C. § 524(c)(2)(A) and (B), in that the disclosures required by those sections were not "clear and conspicuous."

The creditor has filed no response to the Court's order. Instead, representatives of the creditor have contacted the Court's judicial clerk to argue the Court's determination. Said Clerk has advised the undersigned that it was the creditor's opinion that the required disclosures were in fact "clear and conspicuous," and that the Court's order was erroneous.

The Court will not burden this document with the reasons for its determination. Suffice it to say that a number of sentences in the tendered document are printed in bold type, and in fact, the entire last paragraph of the document is printed entirely in bold type. The two required statements also appear in bold type; however, there is NOTHING which sets those two statements off from any other statement in the document which appears in bold type. The requirement of 11 U.S.C. § 524(c)(2)(A) and (B) that a disclosure be both "clear and CONSPICUOUS" means that the disclosure stands out from any other part of the document, so that the debtor is specifically made aware of the importance of the two required disclosures. Again, suffice it to say, that the tendered reaffirmation agreement does not satisfy the requirements of federal law.

Now to the manner in which the creditor chose to dispute the Court's order. While contacts with the Court or its personnel concerning procedural matters are proper, **contacts with the Court or its personnel concerning substantive legal matters are not: those contacts are deemed to be "ex parte" contacts prohibited by applicable law.** Apart from the impropriety of this creditor's contact, it is particularly obnoxious when a creditor contacts a federal court's staff to argue about an order issued by a federal judge. **AGAIN, SUFFICE IT TO SAY THAT THE COURT DOES NOT EXPECT TO EVER BE CONTACTED BY ANY REPRESENTATIVE OF HSBC AUTO FINANCE IN THE MANNER IN WHICH THAT CREDITOR ELECTED TO PROCEED.**

Federal law provides mechanisms by which a judicial officer's orders may be challenged. One can appeal the order to the United States District Court, assuming that the order has the requisite finality to justify appellate jurisdiction. A person who disputes an order can, under appropriate circumstances, request amendment of the order pursuant to Fed.R.Bankr.P. 9023/Fed.R.Civ.P. 59. Under other appropriate circumstances, an order can be requested to be modified pursuant to Fed.R.Bankr.P. 9024/Fed.R.Civ.P. 60. None of those avenues was traveled here.

THE ADMONITION TO HSBC AUTO FINANCE IS THIS: DO NOT EVER CONTACT ANY EMPLOYEE OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF INDIANA TO ARGUE THE MERITS OF AN ORDER OR JUDGMENT ENTERED BY THIS COURT. IF YOU DON'T LIKE THE ORDER OR JUDGMENT, DO WHAT THE LAW REQUIRES IN THE MANNER REQUIRED BY THE LAW.

Dated at Hammond, Indiana on March 14, 2006.

/s/ J. Philip Klingeberger
J. Philip Klingeberger, Judge
United States Bankruptcy Court

Distribution:
Pro Se Debtor
Trustee, U.S. Trustee
HSBC Auto Finance, P O Box 17906, San Diego CA 92177